**Request for Quotation and Qualifications**

**A21-RFQQ-029**

**For**

**Cloud Taskforce Support Professional Services**

by the

Washington State

Consolidated Technology Services

Released on May 17, 2021

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**SECTION 1**

# Introduction

## Background

Consolidated Technology Services is charged with enabling public agencies to better serve the people of Washington State. CTS operates the state's core technology infrastructure--the central network and data center; supports enterprise applications; and innovates services and practices through e-Government. The agency, through the Office of the Chief Information Officer is also charged with preparing and leading the implementation of a strategic direction and enterprise architecture for state government IT.

Engrossed Substitute House Bill 1274 has now been signed into law. Section 4 of this legislation establishes a Cloud Workforce Taskforce as follows:

Section 4.

(1) (a) A task force on cloud transition is established, with members as provided in this subsection.

1. the state Chief Information Officer;
2. the state Chief Information Security Officer; and
3. The governor shall appoint:
4. two representatives from the represented employees' bargaining unit for state employees;
5. one representative from a company providing third-party cloud computing services;
6. one representative from a trade association representing cloud computing providers; and
7. one member from the State Board for Community and Technical Colleges.
8. The task force shall be chaired by the state chief information officer, who shall convene the initial meeting.
9. The task force shall review the following issues:
10. The impacts on labor of transition to third-party cloud computing services;
11. The retraining needs that the existing workforce may require to maintain employment in the information technology sector and deliver cloud computing services effectively within state government; and
12. The optimal method for delivering such training.
13. Staff support for the taskforce, including administration of task force meetings, must be provided by the office of the chief information officer.
14. Members of the taskforce are not entitled to be reimbursed for travel expenses if they are elected officials or are participating on behalf of an employer, governmental entity, or other organization. Ay reimbursement for other members is subject to chapter 43.03 RCW.
15. The taskforce shall report its findings and recommendations to the governor and the appropriate committees of the legislature by November 30, 2021.
16. This section expires December 31, 2021.

Consolidated Technology Services is seeking a resource to provide support to the Cloud Workforce Taskforce.

This bill was developed in response to work conducted in the Office of the Chief Information Officer in 2020. A cloud readiness assessment was conducted with support from Unisys. This work resulted in a report, entitled the [Statewide Cloud Computing Readiness Assessment](https://ocio.wa.gov/sites/default/files/public/Reports/Unisys%20Deliverable%203%20Statewide%20Cloud%20Computing%20Readiness%20Assessment-FINAL-103020.pdf?ndfa5o). This report is the basis for the [Washington State Cloud Readiness Report](https://ocio.wa.gov/sites/default/files/public/Reports/Cloud%20Readiness%20Report.pdf?ndfa5o), outlining the state’s cloud strategy.

Within the report, there are multiple references to the potential impacts on and implications for the workforce, including staffing, job classifications, shifts in job functions and staff skills development.

The taskforce will further explore this issue and create findings and recommendations as identified within the statute.

The OCIO will work with the Governor’s office to identify taskforce members prior to July 1, 2021. In addition to the statutorily designated taskforce members, the OCIO will request participation by OFM Human Resources staff and by the Department of Enterprise Services.

The work of the taskforce and creation of the report is anticipated to be conducted between July 1 and October 31, 2021. The resulting recommendations and findings must be available by November 1, 2021 in order to complete a mandatory OFM review prior to transmittal.

The task force is anticipated to meet four to six times. Between scheduled task force meetings, additional research on topic will occur, led by the vendor, in consultation with the Chair and/or other designated resources from the Office of the Chief Information Officer.

## Acquisition Authority

The Department of Enterprise Services (DES) has authority over goods and services under RCW 39.26 and sets processes for procuring information technology based on the policies and standards set by the Technology Services Board. Chapter 43.41A of the Revised Code of Washington (RCW) as amended establishes the Washington State Technology Services Board (TSB). While the TSB does not purchase for agencies, it establishes policies and standards addressing how the manner in which state agencies may acquire information technology equipment, software, and services.

RCW 39.26.100(2) provides CTS with an exemption from the Department of Enterprise Services procurement rules and requirements. Specifically, the competitive procurement rules stated by Department of Enterprise Services do not apply to CTS it is contracting for the following:

1. Services and activities that are necessary to establish, operate, or manage the state data center, including architecture, design, engineering, installation, and operation of the facility, that are approved by the technology services board or
2. The acquisition of proprietary software for or part of the provision of services offered by the consolidated technology services agency.
3. The acquisition of information technology services necessary for or part of the provision of services offered by the consolidated technology services agency.

This procurement is within the exemption and is performed consistent with CTS’ internal Exempt Procurement Policy for Exempt procurements.

This RFQ is issued in good faith but it does not guarantee an award of contract, nor does it represent any commitment to purchase whatsoever.

## Contract Term

## If a contract is awarded the contract’s initial term shall commence upon the date of execution by CTS and extend through December 15, 2021.

## Definitions

“**Apparently Successful Vendor**” (**ASV**) shall mean the Vendor(s) who: (1) meets all the requirements of this RFQQ, **and** (2) receives the highest number of total points.

**“Business Days” or “Business Hours”** shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

 **“Contract”** shall mean the RFQQ, the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this RFQQ.

“**Confidential Information**” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, and agency security data, including the location of the node sites.

**“CTS”** or **“Consolidated Technology Services”** shall mean the same as Purchaser or CTS.

**“Desirable” or “(D)**” shall mean the requirement is important but not mandatory. The Response will not be scored.

“**Desirable Scored” or “(DS)**” shall mean the requirement is important but not mandatory, and the Response will be scored.

“**Effective Date**” shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“**Exhibit A**” shall mean the RFQQ.

“**Exhibit B**” shall mean Vendor’s Response.

“**Mandatory**”or“**(M)**”shall mean the Vendor must comply with therequirement, and the Response will be evaluated on a pass/fail basis.

“**Mandatory Scored**” or “**(MS)**” shall mean the Vendor must comply with therequirement, and the Response will be scored.

**“Proprietary Information”** shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws

**“Purchaser”** shall mean the Consolidated Technology Services.

“**RCW**” means the Revised Code of Washington.

“**Response**” shall mean the written proposal submitted by Vendor to CTSin accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by CTS.

**“SDC”** shall mean State Data Center

**“Services”** shall mean the services provided by the Vendor as requested in this RFQQ.

**“Specifications”** shall mean the technical and other specifications set forth in the RFQQ, Exhibit A, and any additional specifications set forth in Vendor’s Response, Exhibit B.

**“State”** shall mean the state of Washington.

**“Statement of Work” (SOW)** shall mean the statement of work included in, or attached to, the resulting Contract between Vendor and CTS accomplished under the terms and conditions of the resulting Contract.

**“Subcontractor”** shall mean one not in the employment of Vendor, who is performing all or part of the Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Vendor”** shall mean a company, organization, or entity submitting a Response to this RFQQ.

**“Vendor Staff”** shall mean any individual employed by the Vendor and assigned to perform the obligations of the Vendor under the contract resulting from this solicitation.

## Overview of Solicitation Process

The evaluation process will comprise of a process that will narrow the pool of competitors to assure only the highest scoring finalists’ move to the next Round in the evaluation process. CTS, in its sole discretion, will determine the number of top scoring to move to the next Round.

Round 1: A preliminary examination of the completeness and validity of responses. All responsive vendors will move to Round 2.

Round 2: A technical evaluation to determine compliance with requirements. Vendors whose responses are in compliance with the requirements will move to Round 3. CTS, in its sole discretion, will determine whether a vendor is in compliance.

Round 3: A reference check, as well as the financial review.

The financial review will look at commercial risk and cost analysis of all pricing, project schedules, terms and conditions contained within the Response.

Round 4: Announce Apparently Successful Vendor.

Award of contract. After completing the evaluation phases of the process as set forth above, CTS plans to enter into contractual negotiations with one Apparently Successful Vendor (ASV) with a view to finalizing a contract. Award of contract will depend on a satisfactory outcome to these negotiations.

## Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## Additional Products and Services

Additional Products or Services that are determined by CTS to be appropriate to the scope of this acquisition may be added to the Contract.

## Single Use

This RFQQ is being issued for Purchaser’s exclusive use. The results of this RFQQ may not be used to satisfy the competitive requirements of any other agency that may choose to purchase similar Equipment directly from the Apparently Successful Vendor (ASV). One (1) ASV will be identified via this procurement.

## Quantity/Usage

Since the Contracts resulting from this solicitation will be designated as “optional-use,” no guarantee of volume or usage can be given.

**SECTION 2**

# SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. Unless otherwise stated the required deadlines shall be noon. All times are local time, Olympia, WA.

**DATE & TIME EVENT**

|  |  |
| --- | --- |
| *May 17, 2021* | RFQQ Issued |
| *May 20,2021* | Final Vendor Questions and Comments due ***by 12 noon*** |
|  *May 21, 2021* | State’s Final Written Answers issued |
| *May 28. 2021* | Responses due ***by 12 noon*** |
| *June 4, 2021* | Announcement of ASV. |
| *June 7, 2021* | Vendor Request for Optional Debriefing due |
|  *June 8-9, 2021* | Optional Vendor Debriefings |
| *June 30, 2021* | Contract Effective and made available for purchases on or before |

 **CTS reserves the right to revise the above schedule.**

**SECTION 3**

**All requirements in Section 3 are Mandatory.  Vendor agrees that a submission of a Response to CTS constitutes acceptance of all Mandatory Requirements in this Section 6 and Vendor has read, understands and will comply with EACH of the Mandatory requirements listed in the Financial Quote Requirement Section.**

# Administrative Requirements

## RFQQ Coordinator (Proper Communication)

All communications relevant to this RFQQ must be addressed in writing to the RFQQ Coordinator at the contact information below:

Contact Name: Michael Callahan

E-mail Address: michael.callahan@watech.wa.gov

Phone: 360-407-8675

All oral communications will be considered unofficial and non-binding on the State. Any other direct or indirect communication with employees or (sub) contractors of our organization regarding this RFQQ will be treated as misconduct and may result in your response being disqualified.

## Vendor Questions

It is the Vendor’s responsibility to remedy any ambiguity, inconsistency, error or omission within this document before submitting their Response. Vendors shall submit all requests to the contact above no later than noon on the closing date stated in Section 2. An official written CTS response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the CTS web site at: [www.cts.wa.gov](http://www.cts.wa.gov)

## Vendor Complaints Regarding Requirements and Specifications

Vendors may submit specific complaints in writing to the RFQQ Coordinator, if Vendor believes requirements exist that unduly constrain competition. The complaint must be made in writing to the RFQQ Coordinator before the Response due date. The complaint must state how the requirement unduly constrains competition and provide the relevant facts, circumstances and documentation. The solicitation process may continue.

## Response Contents

The Response must contain information responding to all mandatory requirements, a signed certification and assurances, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) separate files containing what is listed below. This separation of documentation protects the integrity of the State’s evaluation process. No mention of the cost response may be made in Volume 1.

File entitled --Volume 1:

* The Response to Section 4, Vendor Requirements and Section 5, Experience, Skills and Approach

File entitled--- Volume 2:

* The Responses to Section 6, Financial Proposal
* The cost response in a completed *Cost Model (See Section 6.4)*
* Vendor’s signed and completed *Certifications and Assurances (Appendix A)*
* Vendor’s exceptions and/or proposed revisions to the Contract *(Appendix B)* – *if applicable*
* Vendor’s *MWBE Certification* *(Appendix C)* - *if applicable*

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

## Response Requirements

The signature block in Appendix A, Certifications and Assurances, must be signed by a representative authorized to bind the company to the offer.

**For Mandatory (M), requirements the Response must always indicate explicitly whether or not the Vendor’s proposed Products/Services meet the requirement. A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable, along with any additional information requested.**

**For Mandatory Scored (MS) items, the Response must always indicate explicitly whether or not the Vendor's proposed Products/Services meet the requirement, and describe how the proposed Vendor’s Products/Services will accomplish each requirement or are desirable as it relates to the service(s) proposed.**

Vendor must respond to each Requirement. Failure to comply with any applicable item may result in the Response being disqualified. In each requirement title is a designation indicating how the Response will be evaluated, as set forth in Section 7.

## Delivery of Responses

All proposals must arrive via an attachment to e-mail to the RFQQ Coordinator at the email address above (Section 3.1 *RFQQ Coordinator (Proper Communication)*), on the proposal response due date and time stated in Section 2. Responses arriving in in the RFQQ Coordinator’s in-box after the time stated in Section 2 will be disqualified. The "receive date/time" posted by CTS’ email system will be used as the official time stamp but may not reflect the exact time received.

Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFQQ Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration.

CTS assumes no responsibility for delays caused by Vendor’s e-mail, network problems or any other party. Zipped files cannot be received by CTS and cannot be used for submission of Responses.

## Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. CTS will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, CTS shall maintain the confidentiality of Vendor’s information marked confidential or proprietary. If a request is made to view Vendor’s proprietary information, CTS will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, CTS will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as CTS retains Vendor’s information in CTS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

## Waive Minor Administrative Irregularities

CTS reserves the right to waive minor administrative irregularities contained in any Response. Additionally, CTS reserves the right, at its sole option, to make corrections to Vendors’ Responses when an obvious arithmetical error has been made in the price quotation.

## Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. CTS is not liable for any errors in Responses.

## Administrative Clarifications

CTS reserves the right to contact Vendor for clarification of Response contents.

## Amendments/Addenda

CTS reserves the right to change the *Schedule* or other portions of this RFQ at any time. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. If there is any conflict between amendments, or between an amendment and the RFQ, whichever document was issued last in time shall be controlling.

## Right to Cancel

With respect to all or part of this RFQQ, CTS reserves the right to cancel or reissue at any time without obligation or liability.

## Contract Requirements

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of CTS, be grounds for disqualification from further consideration in the award of a Contract.

Vendor must explain why each item proposed as additional contract terms is in CTS’ best interest as a customer and how it will support CTS’ business objectives. Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation.

Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. CTS expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

If Responses are from a Reseller, wherever the suppliers offers selected customers more suitable terms and conditions of supply, Vendors shall recommend these terms and help CTS to obtain them wherever possible.

Where terms and conditions cannot be changed and may have negative consequences on the quality of goods and services or their supply, Vendors are required to recommend methods of mitigating or limiting these negative consequences.

The final contract executed by the parties must satisfy CTS’s obligations with respect to performance-based contracting as directed in Executive Order 10-07. The parties may negotiate performance-based elements, in addition to those in Appendix B, for inclusion into the final contract.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days’ time frame, CTS may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation.

## Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resultingContract.

##  No Best and Final Offer

CTS reserves the right to make an award without further discussion of the Response submitted; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

## Minority and Women’s Business Enterprises (MWBE)

CTS strongly encourages participation of minority and women businesses. Vendors who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 664-9750.

## No Obligation to Contract/Buy

CTS reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates CTSto make any purchases. CTS reserves the right to cancel the procurement at any time during the procurement or resulting contract negotiation process.

## Non-Endorsement and Publicity

In selecting a Vendor to supply Services to the state of Washington, the State is neither endorsing Vendor’s Products, nor suggesting that they are the best or only solution to the State’s needs. By submitting a Response, Vendor agrees to make no reference to CTS or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of CTS.

## Optional Vendor Debriefing

Only Vendors who submit a response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2**).** The request must be in writing (fax or e-mail acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, CTS will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor’s performance with regard to the solicitation requirements.

## Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

## Vendor Assumption and Dependencies

CTS will rely upon representations made in the Response. If the Vendor chooses to identify assumption or dependencies on which it has based its proposal, CTS retains the right to determine if the Vendor’s assumptions/dependencies render the Response non-responsive.

## Selection of Apparently Successful Vendor

All Vendors responding to this solicitation will be notified by mail or e-mail when CTS has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFQQ; and (2) receives the highest number of total points as described herein.

## Allowable Additions

Vendor may revise its offerings to reflect changed Services appropriate to the scope of the Contract and may submit new Services with associated prices subject to provisions set forth in the Contract terms and conditions. New or changed Services submitted by Vendor shall meet mandatory requirements established in this solicitation document or subsequent revisions and may be included in the Contract at the option of CTS and shall be accomplished via an amendment to the Contract.

**SECTION 4**

# VENDOR REQUIREMENTS

Respond to the following requirements per the instructions set forth in Section 3 *Administrative Requirements*.

1.

## (M) Vendor Requirements

Vendor must provide the name, legal status (e.g., corporation, sole proprietor, etc.), address, telephone number and facsimile of the legal entity with whom CTS may execute any contract arising from this RFQQ.

## (M) Vendor Profile

Vendor must provide a brief description of their company (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization’s experience and history with providing emergency generator maintenance services. Description must include a summary of the vendor’s experience with the services it is proposing in its procurement.

## (M) Vendor Account Manager

Vendor shall appoint a dedicated Account Manager who will provide oversight of Vendor contract activities. Vendor’s Account Manager will be the principal point of contact concerning Vendor’s performance under this Contract. Vendor shall notify the CTS Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

|  |
| --- |
| Vendor Account Manager: |
| Address: |
| Phone: |  |  |
| Fax: |  |  |
| Email: |  |  |

## (M) No Use of Subcontractors

CTS will ***not*** accept Responses that includes third party involvement. Subcontractors at any tier will not be approved by CTS.

## (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

## (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Productsrequested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number.

“Termination for Default” is defined as notice to Vendor to stop performance due to the Vendor’s non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

CTS will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

## (M) Insurance

The ASV is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Proposed Contract.

## (M) Client References

The Vendor must provide a minimum of 2 references from its customers who are using the same or similar services to those required in this RFQQ. If the Vendor provides more than 2 references, CTS will only contact 2 references. At least one of the references must be from a government customer. CTS will use the *Client Reference Form (Appendix F) to check references*.

The Vendor must provide the following information for each Client Reference:

1. Company Name
2. Company Address
3. Type of Business
4. Name of Contact
5. Title of Contact
6. Phone Number and email address of Contact
7. Description of the Service provided
8. Total number of boxes
9. Date(s) of Installation

To the extent a response may give rise to confidentiality obligations, CTS will not sign an NDA to receive the information. Instead, please respond with sufficient information to enable CTS to evaluate and contact the Client Reference.

In the event that one of the provided references is a member of the evaluation team, CTS will contact the Vendor for an alternate reference. The alternate reference shall be provided in a timely manner and must be available during the evaluation period.

CTS will make one (1) attempt to contact the client and obtain a reference. CTS will leave voicemail and it is acceptable if a return call is received within the timeframe set forth in Schedule – Section 2. If a contact cannot be made, the reference will be disallowed. It is the Vendor’s responsibility to provide CTS with references that will be timely and available during the evaluation period set forth in Schedule – Section 2.

CTS reserves the right to eliminate from further consideration in this RFQQ process any Vendor who, in the opinion of CTS, receives an unfavorable report from a Vendor. CTS also reserves the right to contact other Vendor Purchasers for additional references. CTS will not serve as a reference for any vendor.

## (D) Vendor Employee Arbitration Clause

Pursuant to Executive Order 18-03, CTS seeks to contract with qualified Vendors that can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. Please demonstrate or certify.

**SECTION 5**

# EXPERIENCE, SKILLS AND APPROACH

**All requirements in Section 5 are Mandatory.  Vendor agrees that a submission of a Response to CTS constitutes acceptance of all Mandatory Requirements in this Section 5 and Vendor has read, understands and will comply with EACH of the Mandatory requirements listed in the Financial Quote Requirement Section.**

## (MS 50) Minimum Requirements

Describe in detail how your organization meets each Minimum Requirement listed below.

## A demonstrated successful track record with respect to providing consultative and professional services as set forth in the RFQQ.

1. A minimum of three (3) years of relevant consulting experience and project management experience.
2. Excellent communications skills, including creating reports to the authorizing environment and/or high-level executives.

## (MS 50) Methodology and Approach to Providing the Services

Please provide 1) the proposed overall methodology and approach to provisioning the Taskforce services and support as set forth herein, including a detailed description and the specific tasks that would be needed to be accomplished for producing the Statement of Work Deliverables, and 2) a proposed detailed work plan and schedule.

## (MS 200) Methodology and Approach to Providing the Statement of Work Deliverables

Below are the anticipated deliverables for the Statement of Work. Please provide a description of the Deliverables, and include a description of the items produced, activities needed, and additional areas to be addressed to meet the high-level description below.

1. **Create a work plan** to support conclusion to the taskforce work and timely delivery of the required report by.

**Deliverable:** Workplan and approach document due within two (2) weeks of start.

1. **Develop a taskforce charter** to document agreement on purpose, decision making and operating procedures
	1. **Deliverable:** Draft Charter for taskforce operations due within twenty (20) days of start.
	2. **Deliverable:** Taskforce operations charter finalized within thirty (30) days of start.
2. **Schedule and hold Taskforce meetings**. In conjunction with the Chair, schedule meetings, create agendas, prepare and distribute meeting materials ahead of meetings and prepare meeting minutes.

**Deliverables**: Agenda published seven (7) days before scheduled meetings, meeting materials distributed five (5) days before a scheduled meeting, minutes published two (2) days after the meeting.

1. **Track and report status**. Work closely with the Chair and other designated OCIO staff to ensure the task force is progressing as planned. Produce weekly status reports which will be published to a website. Produce other communications material as required to support the work of the taskforce or to produce the required findings and recommendations report.

**Deliverables**: Weekly Status Reports

1. **Conduct research as directed by the taskforce**. This research will include conducting structured interviews with public or private sector entities as well as other research. Develop briefings to summarize the results of the research.

**Deliverables:** Summary of interviews, Briefing documents for the Taskforce.

1. **Develop the legislative report**. Create an initial table of contents to obtain agreement on overall structure and content. Develop content to provide background materials and the findings and recommendations of the taskforce.

**Deliverables**: Draft Table of Content for Report within two (2) months of start, initial draft of Report by October 15, 2021, Final draft of report by October 31. 2021, Final Report submitted by November 30, 2021.

## (MS 200) Candidate Resumes

Include resumes and relevant experience of staff that will be involved in the engagement. The candidate(s) proposed to provide consultative and professional support to the Taskforce must have five (5) or more years of senior or expert level consultative experience demonstrating the following:

1. Basic understanding of the technology skills needed for efficient operations in a cloud computing environment
2. Basic understanding of the Washington state technology workforce classification structure and labor agreements
3. Experience in effective organizational change management practices
4. Experience leading diverse and distributed work teams to achieve results in compressed time periods
5. Ability to develop and conduct structured interviews, analyze and summarize results
6. Ability to conduct independent research and prepare briefing documents
7. Experience developing formal reports of a similar type as outlined in the solicitation
8. Ability to plan and manage projects of a similar size and complexity as outlined in this solicitation
9. Proficiency in Office productivity suite and Microsoft Teams

Resumes shall be no more than five pages per proposed candidate.

**SECTION 6**

# Financial Proposal

**All requirements in Section 6 are Mandatory.  Vendor agrees that a submission of a Response to CTS constitutes acceptance of all Mandatory Requirements in this Section 6 and Vendor has read, understands and will comply with EACH of the Mandatory requirements listed in the Financial Proposal Section.**

## Overview

CTS seeks to acquire the Products/Services that best meet the State’s needs at the lowest cost and best value. Prices must include all cost components needed for providing the Products and Services as described in the RFQQ. All costs associated with the Products/Services must be incorporated into the price of the Response to the RFQQ.

## Financial Grounds for Disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

## Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 0, *Vendor Licensed to do Business in Washington*.Vendor must not include taxes on the *Financial Response Form.*

## (MS 500) Cost Model Completion

* + 1. Vendor must complete the *Cost Model, Appendix E.* The *Cost Model Form* will be the basis for evaluation of the Financial Response, reference Section 7.5.3.
		2. The Financial Response Form shall include the prices for all Services necessary to meet the RFQQ's Mandatory Requirements.
		3. Where there is no charge or rate for a Service and/or Productsenter N/C (no charge) or zero (0) in the *Cost Model,* *Appendix E*, as applicable. If the Vendor fails to provide a price, the State will assume the item is free.

## (M) Price Decrease Guarantee

The ASV, may at any time during the term of the contract elect to provide Productsand/or Services specified in this RFQQ at a lower price than originally quoted.

## (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs with the exception of tax must be identified and included in the *Cost Model*. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, consultation services, and maintenance of the Products/Services.

**SECTION 7**

# EVALUATION PROCESS

1.

## Overview

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described below in Section 0, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with CTS.

## Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

## Mandatory Requirements

Responses meeting all the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (Sections 4, 5, & 6). Only Responses meeting all Mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor’s response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, CTS reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

## Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ. Responses receiving a “0” on any Mandatory Scored (MS) element(s) will be disqualified.

7.5.1. Experience, Skills and Approach Evaluation

Each scored element in the Experience, Skills and Approach section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor’s total score, as set forth in Section 0, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each experience/skill requirement. A scale of zero to four will be used, defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Unsatisfactory | Capability is non-responsive or wholly inadequate. |
| 1 | Below Average | Capability is substandard to that which is average or expected as the norm. |
| 2 | Average | The baseline score for each item, with adjustments based on the evaluation team’s reading of the Response. |
| 3 | Above Average | Capability is better than that which is average or expected as the norm. |
| 4 | Exceptional | Capability is clearly superior to that which is average or expected as the norm. |

|  |
| --- |
| Sum of Evaluators’ Skills, Experience and Approach Scores = Vendor’s Avg. ScoreNumber of Evaluators |

|  |
| --- |
| Vendor ‘s Avg. Skills, Experience and Approach Score X 500 points**= Score**Highest Avg. Score |

* + 1. Financial Quote Evaluation

The price quotations from the Vendor’s Financial Response Form (Appendix E - *Cost Model*) will be calculated to determine the Vendor’s Financial Score. The price quotations in the Vendor’s Financial Response will be evaluated using a cost model as follows: The Grand Total in Section B *Statement of Work Deliverables* shall be the Vendor’s Cost Model total. This total will be divided into the lowest Contractor total, and then multiplied by five hundred (500) to determine Vendor’s Financial Score. See the formula as follows:

|  |  |  |
| --- | --- | --- |
| Lowest Vendor’s SOW Grand Total Vendor’s SOW Grand Total | x 500 | = Vendor’s Financial Proposal |

## Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

|  |  |
| --- | --- |
| **PHASE I*** Experience, Skill and Approach (Section 5)
* Financial Proposal (Section 6)
 | 500 Points500 Points |
| TOTAL | 1000 Points |

## Vendor Total Score

Vendors will be ranked using the Vendor’s Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor’s Total Score will be calculated as follows:

|  |
| --- |
| **Total Score** = (Vendor Skill, Experience and Approach Score) + (Financial Score) |

## Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. CTS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within seven (7) days after initiation, CTS may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

**APPENDIX A**

**CERTIFICATIONS AND ASSURANCES**

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offer or, directly or indirectly, to any other offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120days following the Response Due Date specified in the RFQQ, and it may be accepted by CTS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120day period. In the case of protest, your Response will remain valid for 180days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are / are not** submitting proposed Contract exceptions (see Subsection 3.13, *Contract* *Requirements*).

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Vendor Signature |  | Vendor Company Name |
|  |  |  |
| Title |  | Date |

**APPENDIX B**

**Proposed Contract**

Posted separately on the CTS Web site at: <http://cts.wa.gov/procurement/procurement.aspx>

**APPENDIX C**

***(If Applicable)* MWBE Participation Form**

**Minority and Women's Business Enterprises (MWBE)**

**Participation Form**

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, CTS goals for acquisitions have been established as follows: 12% MBE or WBE.

|  |  |  |
| --- | --- | --- |
| **MBE FIRM NAME** | **\*MBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **WBE FIRM NAME** | **\*WBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |

**\***Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# APPENDIX D

# PROTEST PROCEDURE

A Vendor who is aggrieved in connection with the solicitation or award of a contract, who has submitted a response and participated in a debriefing conference, may submit a written protest to the Contracts & Procurement Manager Consolidated Technology Services, 1500 Jefferson Street SE, 5th Floor, Olympia WA 98501 or Michael.callahan@watech.wa.gov

**Grounds**

Protests may be based only on alleged bias on the part of an evaluator, mathematical error in the computation of the score, or failure to follow the process or standards stated in the related procurement document.

**Timing**

A protest shall be presented to CTS in writing no later than 5 business days after the post award debrief has occurred. The written letter shall state the grounds for the protest and state the relevant facts, circumstances and documents in support of the Vendor’s position.

**Process**

In conducting its review, CTS will consider all available relevant facts. CTS will resolve the protest in one of the following ways:

1. Find that the protest lacks merit and upholding the agency's action.
2. Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
3. Find merit in the protest and provide options to the agency, including:
	1. Correcting errors and reevaluating all Responses;
	2. Reissuing the solicitation document; or
	3. Making other findings and determining other courses of action as appropriate.

Except as stated otherwise below, the Contracts & Procurement Manager will review protests on behalf of the agency. The agency will deliver its written decision to the protesting vendor within five business days after receiving the protest, unless more time is needed. The protesting vendor will be notified if additional time is necessary. Exempt Purchases under $100,000 shall be reviewed only by the Chief Legal Services Officer, whose opinion is final.

Vendors may appeal the Contracts & Procurement Manager determination, on Exempt Purchases over $100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than 5 business days after Contracts & Procurement Manager decision. Decisions made by the Director or designee are final.

In the event the Contracts & Procurement Manager has a conflict of interest, the protest or appeal will be managed by a CTS senior level manager appointed by the Deputy Director. This individual must not be involved with the business that is the subject matter of the protest appeal.

**APPENDIX E**

**Cost Model**

**Section A Hourly Rates**

Please list the title of each staff position and hourly rate (add more lines if needed) of resources to support additional scope and/or phases resulting from contract amendments. Vendors are only allowed to complete the yellow shaded cells in the table below. Any other modification (other than adding additional rows for additional Staff Positions) is basis for disqualification. The Hourly Rates for the resources identified below must be used to complete the table in Section B *Statement of Work Deliverables*:

|  |  |
| --- | --- |
| **Vendor Staff Position** | **Hourly Rate** |
|  | **$** |
|  | **$** |

**Section B (MS 500) Statement of Work Deliverables**

Based on the Statement of Work Deliverables (Section 5.3 *Methodology and Approach to Providing the Statement of Work*), please identify the following. Vendors are only allowed to complete the yellow shaded cells in the table below. Any other modification (other than adding additional rows for additional Staff Positions) is basis for disqualification:

| **Task/Deliverables**  | **Vendor Staff Positions (From table in Section A)** | **Hourly Rate (From table in Section A)** | **Total Hours Not To Exceed** | **Total Not To Exceed** |
| --- | --- | --- | --- | --- |
| 1. Create Work Plan
 |  | $ |  | $ |
| 1. Develop a Taskforce Charter
 |  | $ |  | $ |
| 1. Schedule and Hold Taskforce Meetings
 |  | $ |  | $ |
| 1. Track and Report Status
 |  | $ |  | $ |
| 1. Conduct Research as Directed by the Taskforce
 |  | $ |  | $ |
| 1. Develop the Legislative Report
 |  | $ |  | $ |
|  |  |  |  |  |
| **Grand Total**  | **$** |

**Appendix F**

**A Few Critical Things to Keep in Mind**

**When Responding to an RFQQ for**

**Consolidated Technology Services**

*This document is explanatory only and has no consequence on the processes stated in any particular procurement.*

**1.** \_\_\_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

**2.** \_\_\_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only person** you are allowed to communicate with regarding the RFQQ and is an excellent source of information for any questions you may have.

**3.** \_\_\_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the RFQQ Coordinator by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQQ. All addenda issued for an RFQQ are posted on the State’s website and will include all questions asked and answered concerning the RFQQ.

**4.** \_\_\_\_\_\_\_ **Follow the format required in the RFQQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner. Make sure to address each subpart.

**5.** \_\_\_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

**6.** \_\_\_\_\_\_\_ **Check the State’s website for RFQQ addenda.** Before submitting your response, check the State’s website at <http://cts.wa.gov/procurement/procurement.aspx> to see whether any addenda were issued for the RFQQ.

**7.** \_\_\_\_\_\_\_ **Review and read the RFQQ document again** to make sure that you have addressed all requirements and have followed all of the instructions. Once you have done that, read the RFQQ document again.

**8.** \_\_\_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

9. \_\_\_\_\_\_ **Address each mandatory/mandatory scored item.**  Any time you see an “M” or “MS”- make sure to respond, even in the financial sections. For Mandatory items, *A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable.*

**APPENDIX G**

**Use of CTS Networks**

The performance of this Contract involves the use of Washington State Computer Systems. For the purposes of this Contract, Washington State Computer System means all physical and logical components, computer networks consisting of cabling and network electronics as well as general or specific computers, software, and other IT-based resources provided, or used by Consolidated Technology Services.

Washington State Computer Systems are provided for the processing of official state Government information only. All data contained on Washington State Computer System is owned by the Washington State, may be monitored, intercepted, recorded, read, copied, or captured in any manner and disclosed in any manner, by authorized personnel. There is no right to privacy in a Washington State Computer System. System personnel may give to law enforcement officials any potential evidence of crime found on Washington State Computer System.

Users of Washington State Computer System shall protect the computer systems in accordance with statewide technology Security Policy and Standards. Such protection may include, but is not limited to, using and safeguarding passwords, using anti-virus software and keeping such software, as well as the operating system and application security patches, up to date.

Washington State Computer Systems shall not be used for any purpose that is unauthorized, unlawful, prohibited by the terms of this Contract, or for use unrelated to the fulfillment of your duties under this Contract. The following list of misuse of a Washington State Computer System is not exhaustive but is provided for explanatory purposes.

As a user of a Washington State Computer System, you agree that you shall not:

1. Publish, post, upload, distribute, disseminate or otherwise transmit any material or information that is inappropriate, vulgar, profane, obscene, indecent, harmful, hateful, threatening, abusive, racially, ethnically or otherwise objectionable, defamatory, libelous, unlawful or invasive of another’s privacy.
2. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, including but not limited to, an Agency or Washington State official.
3. Collect or store personal data about other users.
4. Publish, post, upload, distribute, disseminate or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, bulk email, spam, chain letters, pyramid schemes, or any other form of solicitation.
5. Publish, post, upload, distribute, disseminate or otherwise transmit files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, telecommunications equipment or property of another.
6. Publish, post, upload, distribute, disseminate or otherwise transmit any material or information that you do not have a right to transmit under any law or under contractual, employment or fiduciary relationships.
7. Publish, post, upload, distribute, disseminate or otherwise transmit any images, photographs, software or other material or information that infringes any copyright, trademark, patent, trade secret or other proprietary right of another.
8. Interfere with or disrupt the services or the servers or networks connected to the services or disobey any requirements, procedures, policies or regulations of the networks connected to the service, including without limitation, engaging in unauthorized computer or network trespass, obstructing or bypassing computer identification procedures or scanning or probing another computer.
9. Damage, disable, overburden or impair any services or any network connected to the Services or interfere with any other party’s use and enjoyment of the services.
10. Gain unauthorized access to any services, other accounts, computer systems or networks connected to any services through hacking, password mining or any other means.
11. Provide or attempting to provide access or use of the service, servers or system to any entity not previously authorized in writing by DIS.
12. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the services.
13. Access or attempt to access the Network after termination or expiration of this Contract